

principle of law ; otherwise a woman might contract debts having the means to pay them, and then marry and execute a settlement of her property to her separate use without power of anticipation, and thereby absolve her property from all liability for her debts. See *Chubb v. Stretch*, L.R. 9 Eq. 555. In *Barnard v. Ford*, L.R. 4 Ch. 247, it was held that creditors of a woman remaining unpaid after her marriage in respect of debts incurred before her marriage, have a right to be satisfied out of her property in priority to any equity to a settlement she might possess. The provision does not apply to settlements made before the commencement of the Act: *Beckett v. Tasker*, 19 Q.B.D. 12; *Smith v. Whitlock*, 55 L.J. Q.B. 286.

A settlement or agreement for a settlement is not interfered with or affected within the meaning of the section so long as it is not invalidated or rendered inoperative. Property therefore of a married woman limited to her under a settlement but without any restriction on anticipation, may be reached by her creditors. In such a case the creditors are claiming under the settlement, not against it. They seek to affect the property comprised in the settlement, but not to affect the settlement itself. The Act annexes to her separate estate the incident of liability for her debts. In order that s. 19 should relieve property limited to her under a settlement from her debts, it should read that nothing in the Act shall interfere with or affect the incidents annexed to separate estate contained in a settlement. See *In re Armstrong*, 21 Q.B.D. 264. This construction of the section is illustrated by those cases in which it is held that the incident of separate use may be added to the reversion of property where the life interest under the settlement is limited to the separate use of the feme with power of appointment by will to her as to capital, with the result of vesting the interest in the reversion in her absolutely: *In re Onslow*, 39 Ch.D. 622; *In re Davenport* (1895), 1 Ch. 361. Section 19 applies to settlements made before or after marriage: *In re Armstrong*, 21 Q.B.D. 271.

The New Brunswick Act affects to make a distinction between the case of a woman married before and a woman married after the commencement of the Act with respect to the ownership and disposition by her of her real estate. Involved in the distinction is the question whether a woman married before the commencement of the Act may since the Act bind her real estate by contracts